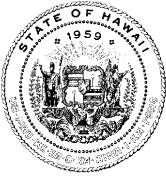


The Judiciary, State of Hawai‘i

POS RFP
No. J04257

ADDITIONAL
PURCHASE OF SERVICES
DURING
FISCAL YEARS
2005 - 2007

April, 2004



Office of the Administrative Director — Fiscal and Support Services Division

THE JUDICIARY • STATE OF HAWAII • 1111 ALAKEA STREET, 6TH FLOOR • HONOLULU, HAWAII 96813-2807
TELEPHONE (808) 538-5805 • FAX (808) 538-5802

April 7, 2004

To: All Applicants

From: Janell M. Kim, Assistant Fiscal & Support Services Administrator

Subject: Request for Proposals No. J04257
Purchase of Service Applications during Fiscal Years 2005 - 2007

The Judiciary, State of Hawai'i, is requesting competitive sealed proposals from qualified applicants to provide treatment services during State Fiscal Years 2005-2007 (July 1, 2004 to June 30, 2007) for **child victims of intrafamilial sexual abuse**. Proposal application and contract award procedures shall be in accordance with Chapter 103F, Hawai'i Revised Statutes, as amended. A single contract will be awarded under this request for proposals.

Attached is a packet of materials which outlines the requirements for proposal applications. It includes the administrative requirements, service specifications, POS application form, and other information. This RFP is also available on our Judiciary web site at <http://www.courts.state.hi.us> under "General Information; Business with the Judiciary".

Persons or organizations must submit three (3) sets (Orig + 2 copies) of their completed proposals and they **must be postmarked before midnight on May 7, 2004, or hand delivered by 4:00 p.m., Hawai'i Standard Time, May 7, 2004**, to the following address:

The Judiciary, State of Hawai'i
Fiscal Office, Support Services Division
Kauikeaouli Hale (District Court Building)
1111 Alakea Street., 6th Floor
Honolulu, Hi 96813-2807

Proposals postmarked or hand delivered after the above date and times will not be considered and will be returned to the applicant.

Proposal application and contract award procedures shall be in accordance with Chapter 103F, Hawai'i Revised Statutes, as amended. The actual funding of the contract will be based on the proposal applications submitted by the applicants and the services required by the Judiciary. The Administrative Director of the Courts reserves the right and power to award the contract in any manner which he deems to be in the best interest of the Judiciary.

April 7, 2004

The Judiciary will conduct an **orientation meeting** on the following date, at the location and time indicated:

April 16, 2004

Oahu Only

9:00 a.m. - 11:00 a.m.

Children's Justice Center Conference Room

3019 Pali Highway, Honolulu

(Parking available next door at International Baptist Church)

Contact: Judy Lind

Ph. 586-0822

All prospective applicants are encouraged to attend the orientation and bring their RFP packets with them. If you have any programmatic questions regarding the requested services, please call the appropriate Contact Person identified in SECTION TWO of this RFP.

Other questions regarding this Request for Proposal may be directed to Jonathan Wong in the Contract & Purchasing Office at (808) 538-5805.

Janell M. Kim

Assistant Fiscal & Support Services Administrator

(Advertisement)

**REQUEST FOR PROPOSALS NO. J04257
ADDITIONAL PURCHASE OF SERVICES DURING
FISCAL YEARS 2005 - 2007**

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Fiscal & Support Services Office
Kauikeaouli Hale (District Court Building)
1111 Alakea Street., 6th Floor
Honolulu, Hi 96813-2807

Proposals postmarked or hand delivered after the above due date and times will not be considered and will be returned to the applicant.

The Request For Proposal (RFP) documents may be obtained from the above Fiscal & Support Services Office, or from our Judiciary web site at <http://www.courts.state.hi.us> under "General Information; Business with the Judiciary".

The Judiciary will conduct an **orientation meeting** on the following date, location and time which all prospective applicants are encouraged to attend:

April 16, 2004	Oahu Only	9:00 a.m. - 11:00 a.m.
	Children's Justice Center Conference Room	
	3019 Pali Highway, Honolulu	
	(Parking available next door at International Baptist Church)	

JANELL M. KIM
Assistant Fiscal & Support Services Administrator
The Judiciary, State of Hawai'i

(Honolulu Star Bulletin: April 7, 2004)

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SECTION ONE

ADMINISTRATIVE OVERVIEW

SECTION ONE - ADMINISTRATIVE OVERVIEW

Applicants are encouraged to read each section of this RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of this RFP.

1.1 Authority

This RFP is issued under the provisions of the Hawai'i Revised Statutes, Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of the prospective applicant.

1.2 RFP Organization

This RFP is organized into five sections:

SECTION ONE, *Administrative Overview*--Provides applicants with an overview of the procurement process.

SECTION TWO, *Service Specifications*--Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

SECTION THREE, *POS Proposal Application*--Describes the required format and content for the proposal application.

SECTION FOUR, *Proposal Evaluation*--Describes how proposals will be evaluated by the Judiciary.

SECTION FIVE, *Attachments* --Provides applicants with information and forms necessary to complete the application.

1.3 Contracting Office

The Contracting Office is responsible for receiving and for the execution of the contract(s) resulting from this RFP. The Contracting Office is:

The Judiciary, State of Hawai'i
Fiscal & Support Services
Contracts and Purchasing Office
1111 Alakea Street, 6th Floor
Honolulu, HI 96813-2807 Phone: (808)538-5805 Fax: (808) 538-5802

1.4 Procurement Timetable

Activity	Scheduled Date
A. Public Notice announcing RFP	April 7, 2004
B. Distribution of RFP	April 7, 2004 - May 7, 2004
C. RFP orientation session	April 16, 2004
D. Closing date for submission of written questions for written responses	4:00 p.m. April 22, 2004
E. Judiciary's response to applicants' written questions	April 28, 2004
F. Proposal submittal deadline	4:00 p.m. or Postmarked May 7, 2004
G. Proposal evaluation period	May 2004
H. Provider selection and award	June 2004
J. Notice of statement of findings and decisions	June 2004
K. Contract start date (tentative)	July 1, 2004

1.5 Orientation

An orientation for applicants in reference to the request for proposals will be held on the following date, at the location and time indicated:

<u>April 16, 2004</u>	First Judicial Circuit - Oahu	9:00 a.m. - 11:00 a.m.
	Children's Justice Center Conference Room	
	3019 Pali Highway, Honolulu	
	(Parking available next door at International Baptist Church)	
	Contact: Judy Lind Ph. 586-0822	

Applicants attending the orientation should bring their RFP packets with them.

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted and spontaneous answers provided at the orientation at the Judiciary's discretion. Verbal answers provided at the orientation are only intended as general direction and may not represent the Judiciary's position. Formal official responses will be provided in writing. To ensure a written response from the Judiciary, any questions should be submitted in writing following the close of the orientation, but no later than the date indicated in Section 1.4, Procurement Timetable, in order to generate a written Judiciary response.

1.6 Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in the Service Specification in SECTION TWO of this RFP. The deadline for submission of written questions and to receive written responses from the Judiciary to those questions are indicated in Section 1.4, Procurement Timetable.

1.7 Submission of Proposals

Proposals must contain all components. Please refer to the Competitive POS Application Checklist (SECTION FIVE, ATTACHMENT A) for information on: 1) where to obtain the forms/instructions; 2) additional program specific requirements; and 3) the order in which all components of the application should be assembled and submitted to the Judiciary. Proposals must contain the following components:

- A. ***POS Proposal Application (Form SPO-H-200A), including Title Page (Form SPO-H-200) and Table of Contents*** - Applicant shall submit comprehensive narratives that address all of the issues contained in the POS Proposal Application, including a cost proposal/budget. (Refer to SECTION THREE of this RFP.)
- B. ***Competitive POS Application Check List*** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; and the order in which all components should be assembled and submitted to the Judiciary.
- C. ***Registration Form (SPO-H-100A)*** – If applicant is not pre-registered with the State Procurement Office (business status), this form must be submitted with the application. If an applicant is unsure as to their pre-registration status, they may check the State Procurement website at:
<http://www.state.hi.us/icsd/dags/spo.html>
Click on *Health and Human Services*
Click on *The Registered List of Private Providers for Use with the Competitive Method of Procurement*
or call the State Procurement Office at (808) 587-4706.
- D. ***Certifications*** - Federal and/or State certifications, as applicable.
- E. ***Program Specific Requirements*** - Additional program specific requirements are included in SECTION TWO, Service Specifications, and/or SECTION THREE, POS Proposal Application, as applicable.

Multiple or alternate proposals will **not** be accepted unless specifically provided for in SECTION TWO of this RFP. In the event alternate proposals are **not** accepted and an applicant submits alternate proposals but clearly indicates a primary proposal, it shall be considered for an award as though it were the only proposal submitted by the applicant.

One original and 2 copies of the proposal are required. Proposals must be postmarked or hand delivered by the date and time designated in Section 1.4, Procurement Timetable. Any proposal postmarked or received after the designated date and time shall be rejected.

1.8 Discussions with Applicants Prior to, or After Proposal Submittal Deadline

Discussions may be conducted with applicants who submit proposals determined to be reasonably capable of being selected for an award, but proposals may be accepted without discussions, in accordance with the administrative rules.

1.9 Additional Materials and Documentation

Upon request from the Judiciary, each applicant shall submit any additional materials and documentation reasonably required by the Judiciary in its evaluation of the proposals.

1.10 RFP Amendments

The Judiciary reserves the right to amend this RFP at any time prior to the proposal submittal deadline.

1.11 Final Revised Proposals

The applicant's final revised proposal, *as applicable* to this RFP, must be postmarked or hand delivered by the proposal submittal deadline indicated in Section 1.4 above. Any final revised proposal postmarked or received after the designated date and time will be rejected. If a final revised proposal is not submitted, the previous submittal will be construed as the applicant's best and final offer/proposal. *Only the section(s) of the proposal that are amended shall be submitted by the applicant, along with the POS Proposal Application Title Page (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

1.12 Cancellation of Request for Proposal

The request for proposal may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the Judiciary.

1.13 Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

1.14 Provider Participation in Planning

Provider participation in the Judiciary's efforts to plan for or to purchase health and human services prior to the Judiciary's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-203 and 3-143-618 of the Hawai'i Administrative Rules for Chapter 103F, HRS.

1.15 Rejection of Proposals

The Judiciary reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawai'i Administrative Rules for Chapter 103F, HRS are parenthesized.)

- A. Rejection for failure to cooperate or deal in good faith. (Section 3-141-201)
- B. Rejection for inadequate accounting system. (Section 3-141-202)
- C. Late proposals. (Section 3-143-603)
- D. Inadequate response to request for proposals. (Section 3-143-609)
- E. Proposal not responsive. (Section 3-143-610 (1))
- F. Applicant not responsible. (Section 3-143-610 (2))

1.16 Opening of Proposals

Upon receipt of proposals by the Judiciary at its designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped and, when possible, time-stamped. All documents so received shall be held in a secure place by the Judiciary and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

1.17 Notice of Award

A Notice of Award containing a statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

1.18 Protests

- 1.18.1 Any applicant may file a protest (using a prescribed form, provided by the administrator of the State Procurement Office, available on the State Procurement Office website; the website address is indicated on the Competitive POS Application Checklist located in the Attachments section of this RFP) against the awarding of the contract as long as an original and two copies of the protest are submitted to the head of the purchasing agency by United States mail, or by hand-delivery. A Notice of Protest regarding an award of contract and related matters that arise in connection with a procurement made under a competitive purchase of services shall be submitted within five working days of the postmark of the

notice of findings and decision sent to the protester. The Notice of Protest form, SPO-H-801, is available on the State Procurement Office website. Only the following matters may be protested:

- A. The purchasing agency's failure to follow procedures established by Chapter 103F of the Hawai'i Revised Statutes;
- B. The purchasing agency's failure to follow any rule established by Chapter 103F of the Hawai'i Revised Statutes; and
- C. The purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the Judiciary.

1.18.2 Protests may be submitted to the head of the Judiciary purchasing agency requesting the services at the following address:

Judy Lind
 Director, Children's Justice Center
 3019 Pali Highway
 Honolulu, HI 96817-1418

Questions regarding protests may be directed to the applicable procurement officer, identified as the programmatic contact person for the service specifications described in SECTION TWO of this RFP.

1.19 Availability of Funds

The award of a contract and any allowed renewal or extension thereof, are subject to allotments to be made by the Administrative Director of the Courts and subject to the availability of State and/or Federal funds.

1.20 Criteria by Which Performance of the Contract Will be Monitored and Evaluated

The criteria by which the performance of the contract will be monitored and evaluated are:

- A. Performance/Outcome Measures
- B. Output Measures
- C. Quality of Care/Quality of Services
- D. Financial Management
- E. Administrative Requirements

1.21 General and Special Conditions of Contract

The general conditions that will be imposed contractually are attached (See SECTION FIVE, ATTACHMENT C). Special conditions may also be imposed contractually by the Judiciary, as deemed necessary.

1.22 Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under Chapter 103F, HRS, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201, which is available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

END OF SECTION

SECTION TWO

SERVICE
SPECIFICATIONS

SECTION TWO - SERVICE SPECIFICATIONS

**RFP Title: Children's Justice Center
Treatment Services for Child Victims of Intrafamilial Sexual Abuse**

2.1 Introduction

A. Background

The Judiciary, State of Hawai'i, provides support, intervention and/or rehabilitative services to children, juveniles, adults and families through its Family Courts, Children's Justice Centers, Adult Probation Divisions and Drug Courts in each judicial circuit. It also provides mediation services through its Center for Alternative Dispute Resolution. In carrying out their goals for these areas, all circuits utilize community resources on a purchase of services basis.

The following provides the specifications for organizations wishing to provide services to the Judiciary during State Fiscal Years 2005-2007. Upon evaluation and acceptance of proposals, a single contract will be negotiated, making services available to children, youth, adults and families in the First Judicial Circuit.

B. Purpose or Need

The Judiciary purchases services in compliance with statutory mandates and orders from the courts. The greater public purpose for obtaining the services is to: enhance public and victim safety; provide rehabilitative or intervention services to offenders; promote the welfare of families and children by protecting them from physical and psychological harm; and maintain a judicial process that helps to reduce the courts' workload while promoting fairness and prompt action.

Planning activities related to this RFP included dialogue with all agencies involved with child sexual abuse, including Child Welfare Services, treatment programs, law enforcement, prosecution, and Family Court attorneys and guardians ad litem (GALs), to ascertain what services will be most beneficial to this population. Tentative program components were identified. There was consideration of objectives, target groups, services and costs. The views of service recipients and community advocacy organizations were also considered on conditions affecting the achievement of mandated goals.

Note: The following segment contains the program specifications for the requested services.

C. Description of the goals of the service

To provide treatment services for child victims of intrafamilial sexual abuse, including psychological treatment and case management services for child victims and their families. Services may also be provided to sexually reactive children under twelve years of age.

D. Description of the target population to be served

Child victims, non-offending parents, siblings and other family members, as appropriate. Sexually reactive children under twelve.

E. Geographic coverage of service

First Judicial Circuit -- Island of Oahu

Third Judicial Circuit – Island of Hawai'i (if funding is sufficient) - sexually reactive children only.

F. Probable funding amounts, source, and period of availability

Probable funding amount: \$200,000 per year (As of 4/1/04, still pending Legislative approval.)

Funding source: Special Funds (Emergency and Budget Reserve Special Fund) or Judiciary Budget (State General Funds)

Period of availability: The Judiciary intends to award a multi-term contract. The aggregate term of the contract shall not exceed three (3) years, e.g., July 1, 2004 to June 30, 2007, subject to the appropriation and availability of funds and satisfactory contract performance.

2.2 General Requirements

A. Specific qualifications or requirements, including but not limited to licensure or accreditation

1. The applicant shall have licenses and certificates, as applicable, in accordance with federal, state and county regulations, and comply with all applicable Hawai'i Administrative Rules.
2. The applicant must have demonstrated competence or qualifications to perform the required services.
3. The applicant must have an accounting system, with acceptable accounting practices and standards.

4. The proposed service must meet all required state licensing or certification standards, provide assurances of fair hearing and grievance procedures for clientele, civil rights compliance, information safeguarding practices, and provide proof of insurance coverages as applicable.
5. The applicant shall submit in a timely manner upon request by the Judiciary, any additional information needed by the Judiciary to make a decision on the applicant's proposal. The Judiciary may request an oral discussion or presentation in support of the proposal. On-site visits may be made.
6. The applicant shall comply with the Chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 10/01/98), which can be found on the SPO website (See SECTION FIVE, POS Application Checklist, for the website address).

B. Secondary purchaser participation

(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

C. Multiple or alternate proposals

(Refer to §3-143-605, HAR)

☐ Allowed ☒ Unallowed

D. Single or multiple contracts to be awarded

(Refer to §3-143-206, HAR)

☒ Single ☐ Multiple ☐ Single & Multiple

E. Single or multi-term contracts to be awarded

(Refer to §3-149-302, HAR)

☐ Single term (< 2 yrs) ☒ Multi-term (> 2 yrs.)

A multi-term contract will be awarded based on a determination that it is in the best interest of the Judiciary. The initial term of the contract shall be for one (1) year, upon availability of funds. **(Note: As of 4/1/04, funding for the entire multi-term contract is still awaiting Legislative approval and therefore, availability of funds.)** The contract may be extended for another two (2) years, subject to appropriation and availability of funds and satisfactory performance of services by provider. Execution of a contract amendment is required to extend the contract for another term. The aggregate term of the contract shall not exceed three (3) years, e.g., July 1, 2004 - June 30, 2007. If it is determined that it is not in the best interest of the Judiciary to award a multi-term contract, a single-term contract will be awarded.

F. RFP contact persons

The individuals listed below are the points of contact from the date of release of this RFP until the selection of the winning provider or providers. Written questions should be submitted to the RFP contact person(s) and received on or before the day and time specified in Section 1.4 (Procurement Timetable) of this RFP.

If you have any technical questions regarding the requested services, please call the following individual:

Judiciary Contracts & Purchasing Office
Jonathan Wong at (808) 535-5805 Fax: 538-5802
Email: jonathan.h.wong@courts.state.hi.us

If you have any programmatic questions regarding the requested services, please call the following individual:

Children's Justice Center, First Judicial Circuit
Judy Lind or Jasmine Mau Mukai at (808) 586-0822 Fax: 595-6978
Email: judy.a.lind@courts.state.hi.us

2.3 Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities (Minimum and/or mandatory tasks and responsibilities)

1. Crisis Outreach and Intervention Services

The service provider shall provide crisis outreach and intervention services on a timely basis to families who are undergoing investigation of a report of child sex abuse, preferably while the family is still at the Children's Justice Center, or as soon thereafter as is practicable.

2. Intensive Services to Non-Offending Parent/Caretaker

- a. The provider will provide intensive services to the non-offending parent/caretaker with the goal of minimizing denial and maximizing support to the child to prevent out-of-home placement of the child victim.
- b. The provider will make available peer mentors, where appropriate, to provide peer support to the non-offending parent/caretaker in order to maximize their support for the child and family.
- c. Referrals will be made, where appropriate, to Adults Molested as Children (AMAC) groups.

3. Trauma Assessments

The provider will conduct trauma assessments, where appropriate, on all child victims in order to assess and individualize their treatment needs.

4. Individual, Group and Family Treatment

- a. Individual, group and family treatment will be made available to victims, non-offending parents, siblings and other family members as appropriate.
- b. Services should be convenient and easily accessed, requiring them to be held in different geographic areas and with flexibility as to times of services.
- c. Transportation and child care should be made available or subsidized in order to remove barriers to clients receiving services.

5. Treatment for Sexually Reactive Children

Services shall be provided, through individual and group sessions, to children and their family members who were victims of child sexual abuse and are now sexually abusing other children and are not currently receiving services.

6. Case Management Services

- a. The provider will assess the needs of each family and provide information, referral and support to access services related to financial assistance, housing, employment, child care, medical and other services necessitated by the effect on the family unit and stability as a result of the child sexual abuse.
- b. The provider will provide or subsidize transportation, child care and other necessities in order to safely keep the child in the family home.
- c. The provider will assist the family in obtaining restraining orders and other legal assistance as may be required.
- d. The provider will assist the family in identifying the activities that will enhance the child's self esteem, health, and welfare, and will make appropriate referrals to the Friends of the Children's Justice Center of Oahu.

7. Referrals

Referrals for services shall be received from the Children's Justice Centers, the Department of Human Services, the Sex Abuse Treatment Center, the Honolulu Police Department, and the military investigative and social services.

B. Management Requirements (Minimum and/or mandatory requirements)

1. Personnel

- a. The applicant shall possess and document knowledge, capacity, skills and experience in working with the targeted population.
- b. The applicant shall conduct, at a minimum, a criminal history record check for any person who is employed or seeks employment or volunteers in a position which necessitates close proximity to clients. This shall apply to all administrative and program staff. For administrative and program staff working in a position which necessitates close proximity to children or adolescents, the criminal history check shall include fingerprinting. A copy of the criminal history record check and fingerprinting check shall be placed in the employee's or volunteer's personnel file and shall be available for review.
- c. The applicant shall have on the premises at least one person currently certified in First Aid and CPR.
- d. The staff and volunteers, if used by the applicant, shall be under the supervision of the program director or his or her designee and shall, accordingly, be trained in client confidentiality issues and program quality assurance requirements.
- e. The applicant must have sufficient and relevant training and staff development.

2. Administrative

The applicant shall establish and implement policies and procedures which clearly identify the target population for each type of service, the program content, and methods of service delivery.

3. Quality assurance and evaluation specifications

- a. The applicant shall have a quality assurance plan which identifies the mission of the organization, what services will be provided, how they are delivered, who is qualified to deliver the services, who is eligible to receive the services, and what standards are used to assess or evaluate the quality and utilization of services.
- b. Program evaluation should reflect the documentation of the achievement of the stated goals, using tools and measures consistent with the professional standards of the disciplines involved in the delivery of services.

4. Output and performance/outcome measurements

- a. Output: The applicant shall record unduplicated clients served. The unduplicated client count shall be recorded in the applicant's quarterly reports, culminating in a final unduplicated client count on the applicant's final report.
- b. Outcome: The applicant shall propose measurement tools by which effectiveness of the services may be determined, as well as utilize any provided by the Judiciary.

5. Reporting requirements for program and fiscal data

- a. The provider shall submit written quarterly and year-end reports summarizing output and outcome data, performance accomplishments, challenges, and actual expenditures. Quarterly reports are due 30 days after the end of the quarter. Final reports are due 45 days after the end of each fiscal year and/or at the end of the contract period, as applicable.
- b. Reports shall consist of a statement by the provider relating to the work accomplished during the reporting period and shall include statements of the nature of the work performed, identification of persons served by the provider during the reporting period, identification of any immediate problems encountered during the reporting period, and any recommendations deemed pertinent by the provider, as well as a statement of what activities are proposed to be accomplished during the next reporting period. In addition to the written progress reports, the provider, upon request, shall be required to meet with representatives of the Judiciary to discuss the progress of the work required.
- c. The provider shall, at the completion of the contract period, submit a final written report to the Judiciary. The report shall include documentation of the provider's overall effort towards meeting the program goals and objectives. Furthermore, the provider shall furnish any additional reports or information that the Judiciary may from time to time require or request.

6. Pricing or pricing methodology to be used

Fixed price.

7. Units of service and unit rate

Not applicable.

END OF SECTION

SECTION THREE

POS PROPOSAL APPLICATION INSTRUCTIONS

SECTION THREE - POS PROPOSAL APPLICATION

General instructions for completing applications:

- *POS Proposal Applications shall be submitted to the Judiciary using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section, however, may be omitted.*
- *Page numbering of the POS Proposal Application should be consecutive, beginning with page one and continuing through the complete proposal.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the POS Proposal Application. A sample format is reflected in SECTION FIVE, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are encouraged to take SECTION FOUR, Proposal Evaluation, into consideration when completing the proposal.*

The POS Proposal Application comprises the following sections:

- *Title Page*
- *Table of Contents*
- *Background and Summary*
- *Experience and Capability*
- *Personnel: Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

3.1 Background and Summary

This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the Judiciary with a broad understanding of the entire proposal. Include a brief description of the applicant's organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the problem/need identified in the service specifications.

3.2. Experience and Capability

3.2.1 Necessary Skills and Experience

The applicant shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services. The applicant shall also provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the proposed services.

3.2.2 Quality Assurance and Evaluation

The applicant shall describe its quality assurance and evaluation plans for the proposed services, including methodology.

3.2.3 Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

3.2.4 Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable, and special equipment that may be required for the services.

3.3 Personnel: Project Organization and Staffing

3.3.1 Proposed Staffing

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in the Service Specifications, as applicable.)

3.3.2 Staff Qualifications

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable)

3.3.3 Supervision and Training

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

3.3.4 Organization Chart

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the “Organization-wide” and “Program” organization charts shall be attached to the POS Proposal Application.

3.4 Service Delivery

The Service Delivery Section shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from the Scope of Work section within each service specification, including a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

3.5 Financial

3.5.1 Pricing Structure

The applicant shall submit a cost proposal utilizing the pricing structure in SECTION TWO designated by the Judiciary purchasing agency. The cost proposal shall be attached to the POS Proposal Application.

3.5.1.1 Pricing Structure Based on Fixed Price

If a state purchasing agency is utilizing a fixed price pricing structure for the RFP, the applicant is requested to furnish a reasonable estimate of services it can provide for which there is sufficient operating capacity (adequate, planned and budgeted space, equipment and staff). The following forms, which are available on the State Procurement Office website on the “Procurement Forms and Instructions for State Agencies” page, shall be submitted with the POS Proposal Application:

Budget - SPO-H-205

Personnel - Salaries and Wages - SPO-H-206A

Personnel: Payroll Taxes, Assessments, and Fringe Benefits - SPO-H-206B

Budget Justification, Travel - Inter-Island - SPO-H-206C (If applicable)

Budget Justification, Travel - Out of State - SPO-H-206D (If applicable)

Budget Justification, Contractual Services - Administrative - SPO-H-206E (If applicable)

Budget Justification, Contractual Services - Subcontracts - SPO-H-206F (If applicable)

Budget Justification, Program Activities - SPO-H-206H (If applicable)

Budget Justification, Equipment Purchases - SPO-H-206I (If applicable)

Budget Justification, Motor Vehicle - SPO-H-206J (If applicable)

3.5.2 Other Financial Related Materials

3.5.2.1 Accounting System

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the POS Proposal Application (may be attached):

The most recent financial audit.

3.6 Other

3.6.1 Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgement. If applicable, please explain.

END OF SECTION

SECTION FOUR

PROPOSAL EVALUATION

SECTION FOUR - PROPOSAL EVALUATION

4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.2 Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the applicable Judiciary purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of POS Proposal Application
- Phase 3 - Recommendation for Award

4.2.1 Evaluation Categories and Threshold

Evaluation Categories

Possible Points

Requirements

Pass or Rejected

POS Proposal Application

100 Points

Background and Summary	10 points
Experience and Capability	20 points
Personnel: Project Organization and Staffing	10 points
Service Delivery	50 points
Financial	10 points

TOTAL POSSIBLE POINTS

100 Points

4.3 Evaluation Criteria

4.3.1 Phase 1 - Evaluation of Proposal Requirements

4.3.1.1 Administrative Requirements

- Application Checklist
- Registration (if not pre-registered with the State Procurement Office)

- Certifications (as applicable)

4.3.1.2 POS Proposal Application Requirements

- POS Application Title Page (Form SPO-H-200)
- Table of Contents
- Background and Summary
- Experience and Capability
- Personnel: Project Organization and Staffing
- Service Delivery
- Financial (all required forms and documents)
- Program Specific Requirements (as applicable)

4.3.2 Phase 2 - Evaluation of POS Proposal Application (100 Points)

4.3.2.1 Background and Summary (10 Points)

- The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.
- The goals and objectives are in alignment with the proposed service activity.
- The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity.

4.3.2.2 Experience and Capability (20 Points)

The Judiciary will evaluate the applicant's experience and capability relevant to the proposal contract which shall include:

- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services.
- Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.
- Demonstrated capability to coordinate services with other agencies and resources in the community.
- Adequacy of facilities relative to the proposed services.

4.3.2.3 Personnel: Program Organization and Staffing (10 Points)

The Judiciary will evaluate the applicant's overall staffing approach to the service that shall include:

- That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services.

- Minimum qualifications (including experience) for staff assigned to the program.
- Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services.
- Organization Chart (Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks).

4.3.2.4 Service Delivery (50 Points)

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the POS Proposal Application. The evaluation criteria may also include an assessment of the logic of the work plan for the major service activities and tasks to be completed, including clarity in work assignments and responsibilities, and the realism of the timelines and schedules, as applicable.

4.3.2.5 Financial (10 Points)

Pricing structure based on fixed price:

- Applicant's proposal budget is reasonable, given program resources and operational capacity.

4.3.3 Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

END OF SECTION

SECTION FIVE

ATTACHMENTS

ATTACHMENT A - Competitive POS Application Checklist

**ATTACHMENT B - POS Proposal Application Title Page, Application, and
Sample Table of Contents**

ATTACHMENT C - Contract General Conditions

Attachment A

Competitive POS Application Checklist

Competitive POS Application Checklist

Applicant: _____

RFP No.: _____

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the state purchasing agency as part of the POS Proposal Application. *SPO-H Forms are located on the web at <http://www.spo.hawaii.gov> Click on *Procurement of Health and Human Services* and then on *Procurement Forms and Instructions for Private Agencies*.*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
POS Proposal Application Title Page (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Competitive POS Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
POS Proposal Application (SPO-H-200A)	Section 5, RFP	SPO Website*	X	
Registration Form (SPO-H-100A)	Section 1, RFP	SPO Website*	(Required if not Pre-Registered)	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	SPO Website*		
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website*		
SPO-H-205B	Section 3, RFP	SPO Website*		
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206D	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206E	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206F	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206I	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206J	Section 3, RFP	SPO Website*	if applicable	
Certifications:				
Federal Certifications	Section 1, RFP	Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace Requirements		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		

Competitive POS Application Checklist

Applicant:_____

RFP No.:_____

Program Specific Requirements:

Authorized Signature

Date

Attachment B

POS Proposal Application Title Page, Application, and Sample Table of Contents

STATE OF HAWAII
THE JUDICIARY
POS PROPOSAL APPLICATION TITLE PAGE
RESPONSE TO RFP NO. _____

FOR OFFICE USE
JUD APP NO. _____

SERVICE SPECIFICATION NO. / CODE / DESCRIPTION: _____

Check one: ☐ INITIAL POS PROPOSAL APPLICATION
☐ FINAL REVISED PROPOSAL (COMPLETED ITEMS _____ - _____ ONLY)

1. APPLICANT INFORMATION:

LEGAL NAME: _____

DBA: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

2.

CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:

NAME _____

Title _____

Phone # _____

Fax # _____

e-mail _____

3. TYPE OF BUSINESS ENTITY:

- ☐ NON PROFIT CORPORATION
☐ FOR PROFIT CORPORATION
☐ LIMITED LIABILITY COMPANY
☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP

4. FEDERAL TAX ID #: _____

5. STATE TAX ID #: _____

6. SSN (IF AN INDIVIDUAL): _____

7. DESCRIPTIVE TITLE OF APPLICANT'S PROGRAM:

8. TARGET GROUP:

9. Geographic area(s) applicant is able to serve:

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> East Hawai'i | <input type="checkbox"/> Kaua'i |
| <input type="checkbox"/> West Hawai'i | <input type="checkbox"/> Leeward O'ahu |
| <input type="checkbox"/> Maui | <input type="checkbox"/> Central O'ahu |
| <input type="checkbox"/> Moloka'i | <input type="checkbox"/> Windward O'ahu |
| <input type="checkbox"/> Lana'i | <input type="checkbox"/> Honolulu |

10. General population(s) applicant is able to serve:

- ☐ Infants and toddlers: 0-3 years of age
☐ Children 3-5 years of age
☐ Children: 5-10 years of age
☐ Adolescents: 10-18 years of age
☐ Adolescents & Adults: 18-21 years of age
☐ Adults: 21-59+ years of age
☐ Elders: 60+ years of age
☐ Families

11. FUNDING REQUEST:

FY ____:

FY ____:

TOTAL: _____

12. LICENSING AND BUSINESS STATUS QUALIFICATION:

- ☐ APPLICANT IS PREREGISTERED.
☐ APPLICANT IS NOT PREREGISTERED-FORM SPO-H-100A AND REQUIRED DOCUMENTATION IS ATTACHED.

TYPE NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

AUTHORIZED SIGNATURE

NAME & TITLE

DATE SIGNED

POS Proposal Application

I. Background and Summary

II. Experience and Capability

A. Necessary Skills and Experience

B. Quality Assurance and Evaluation

C. Coordination of Services

D. Facilities

III. Personnel: Project Organization and Staffing

A. Proposed Staffing

B. Staff Qualifications

C. Supervision and Training

D. Organization Chart

Both the “Organization-wide” and “Program” organization charts shall be attached to the POS Proposal Application.

IV. Service Delivery

V. Financial

Pricing Structure

The following budget form(s) are submitted with the POS Proposal Application:

Other Financial Related Materials

VI. Other

A. Litigation



Organization:
RFP No:

POS Proposal Application Table of Contents

I.	Background and Summary	1
II.	Experience and Capability	
A.	Necessary Skills and Experience	2
B.	Quality Assurance and Evaluation	3
C.	Coordination of Services	4
D.	Facilities	5
III.	Personnel: Project Organization and Staffing	
A.	Proposed Staffing	6
B.	Staff Qualifications	7
C.	Supervision and Training	8
D.	Organization Chart (Program & Organization-wide - attached)	
IV.	Service Delivery	9
V.	Attachments	
A.	Cost Proposal	
1.	SPO-H-205 Proposal Budget for FY 2004 & 2005	
2.	SPO-H-206A Budget Justification - Personnel: Salaries & Wages	
3.	SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits	
4.	SPO-H-206C Budget Justification - Travel: Interisland	
5.	SPO-H-206E Budget Justification - Contractual Services - Administrative	
B.	Other Financial Related Materials	
1.	Financial Audit for fiscal year ended June 30, 2001.	
C.	Performance and Output Measurement Tables	
D.	Program Specific Requirements	

Attachment C

Contract General Conditions

**GOVERNING CONTRACTS WITH
THE JUDICIARY, STATE OF HAWAII
FOR HEALTH AND HUMAN SERVICES
(Pursuant to Chapter 103F, HRS)**

May 2003

Attachment C
GENERAL CONDITIONS
GOVERNING CONTRACTS WITH THE JUDICIARY,
STATE OF HAWAII FOR HEALTH AND HUMAN SERVICES
May 2003

1. Representations and Conditions Precedent

1.1 Agreement Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Agreement is, at all times, subject to the appropriation of state funds, and may be terminated without liability to either the PROVIDER or the JUDICIARY in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Agreement is funded partly or wholly by federal funds, this Agreement is subject to the availability of such federal funds. The portion of this Agreement that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the JUDICIARY in the event that federal funds are not available. In any case, this Agreement shall not be construed to obligate the JUDICIARY to expend JUDICIARY funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER As a necessary condition to the formation of this Agreement, the PROVIDER makes the representations contained in this paragraph, and the JUDICIARY relies upon such representations as a material inducement to entering into this Agreement.

1.2.1 Compliance with Laws. As of the date of this Agreement, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Agreement.

1.2.2 Licensing and Accreditation. As of the date of this Agreement, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, and rules to provide the Required Services under this Agreement.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Agreement, including but not limited to the laws specifically enumerated in this paragraph.

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain

a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes, or its successor provision.

1.3.2 Drug Free Work Place. The PROVIDER shall implement and maintain a drug free work place as required by the Drug Free Workplace Act of 1988, or its successor.

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. 12101, et seq.), and the Rehabilitation Act (20 U.S.C. 701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Agreement including any subcontractor, employee, or agent, of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance. The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Agreement liability insurance (the "Liability Insurance") issued by an insurance company in a combined amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), or such lesser amount requested in writing by the PROVIDER and, for good cause shown, approved by the head of the purchasing agency, which approval, if any, is incorporated herein by reference, for bodily injury and property damage liability arising out of each occurrence. The Liability Insurance shall provide that it is the primary insurance for the JUDICIARY, the purchasing agency, and their officers, employees, and agents for any liability arising out of or resulting from occurrences connected with the PROVIDER's performance under this Agreement. Prior to or upon execution of this Agreement, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the JUDICIARY, and its officers, employees, and agents. If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time for performance under this Agreement, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the JUDICIARY an updated certificate of insurance. The certificates of insurance shall expressly provide that the insurance policy shall not be canceled unless the insurance company has first given to the JUDICIARY thirty (30) calendar days' written notice of the intended cancellation.

- 1.5 Notice to Clients. Provided that the term of this Agreement is at least one year in duration, within ONE HUNDRED EIGHTY (180) days after the effective date of this Agreement, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Agreement, and for the transition to services supplied by another provider upon termination of this Agreement, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Agreement, and appropriate counseling.
- 1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the JUDICIARY in the form specified by the JUDICIARY if applicable, or otherwise satisfactory to the JUDICIARY, documenting the PROVIDER's overall efforts toward meeting the requirements of this Agreement, and listing expenditures actually incurred in the performance of this Agreement. The PROVIDER shall return any unexpended funds to the JUDICIARY.
- 1.7 Conflicts of Interest. In addition to the Certification provided in Exhibit "C" to this Agreement, the PROVIDER represents that neither the PROVIDER, nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Agreement.

2. Documents and Files

- 2.1 Confidentiality of Material.
 - 2.1.1 All material given to or made available to the PROVIDER by virtue of this Agreement that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior approval of the JUDICIARY.
 - 2.1.2 All information, data, or other material provided by the PROVIDER to the JUDICIARY shall be subject to the Uniform Information Practices Act, Chapter 92F, HRS, or its successor, and any other applicable body of law concerning information practices or confidentiality.

- 2.2 Ownership Rights and Copyright. The JUDICIARY shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Agreement, and all such material shall be considered “works made for hire”. All such material shall be delivered to the JUDICIARY upon expiration or termination of this Agreement. The JUDICIARY, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Agreement.
- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Agreement, and any cost or pricing data for three (3) years from the date of final payment under the Agreement. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the JUDICIARY free and unrestricted access to such records.

3. Relationship between Parties

- 3.1 Coordination of Services by the JUDICIARY. The head of the purchasing agency, (which term includes the designee of the head of the purchasing agency), shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Agreement. The PROVIDER shall maintain communications with the head of the purchasing agency at all stages of the PROVIDER’s work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Agreement.
- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER’s duties, obligations, or interests under this Agreement, but only if (i) the PROVIDER obtains the prior written consent of the JUDICIARY and if (ii) the PROVIDER’s assignee or subcontractor submits to the JUDICIARY a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER’s assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER’s right to compensation under this Agreement shall be effective unless and until the assignment is approved by the JUDICIARY.

- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Agreement with the JUDICIARY, the procurement officer of the purchasing agency (hereinafter referred to as the “Agency Procurement Officer”) shall, upon receipt of a document acceptable or satisfactory to the Agency Procurement Officer indicating such change of name such as an amendment to this Agreement with the PROVIDER’s articles of incorporation, enter into an amendment to this Agreement with the PROVIDER to effect the change of name. Such amendments to this Agreement changing the PROVIDER’s name shall specifically indicate that no other terms and conditions of this Agreement are thereby changed, unless the change of name amendments is incorporated with a modification or amendment to the Agreement under Section 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 In the performance of services required under this Agreement, the PROVIDER is an “independent contractor”, with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, the JUDICIARY shall have a general right to inspect work in progress to determine whether, in the JUDICIARY’s opinion, the services are being performed by the PROVIDER in compliance with this Agreement.
- 3.4.2 Unless otherwise provided by special condition, the JUDICIARY shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Agreement, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the JUDICIARY.
- 3.4.3 The PROVIDER and the PROVIDER’s employees and agents are not by reason of this Agreement, agents or employees of the JUDICIARY for any purpose. The PROVIDER and the PROVIDER’s employees and agents shall not be entitled to claim or receive from the JUDICIARY any vacation, sick leave, retirement, workers’ compensation, unemployment insurance, or other benefits provided to JUDICIARY employees. Unless specifically authorized in writing by the JUDICIARY, the PROVIDER and the PROVIDER’s employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER’s employees or agents shall be attributed to the JUDICIARY, unless specifically adopted by the JUDICIARY in writing.

- 3.4.4 The PROVIDER shall be responsible for the accuracy, completeness and adequacy of the PROVIDER's performance under this Agreement. Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Agreement, for any loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.
- 3.4.5 The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.
- 3.4.6 The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, or its successor provision, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate required for final payment under sections 103-53 and 237-45, HRS, or their successor provisions, and these General Conditions.
- 3.4.7 The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that are or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

- 3.5.1 The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Agreement, unless otherwise provided in this Agreement.
- 3.5.2 The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. **Modification and Termination of Agreement.**

4.1. Modification of Agreement.

- 4.1.1 In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made by written amendment to this Agreement, signed by the PROVIDER and the JUDICIARY.
- 4.1.2 No oral modification No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Agreement shall be permitted.
- 4.1.3 Tax Clearance. The JUDICIARY may, at its discretion, require the PROVIDER to submit to the JUDICIARY, prior to the JUDICIARY's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid.
- 4.2 Termination in General. This Agreement may be terminated in whole or in part for a reduction in funds available to pay the PROVIDER, or when, in its sole discretion, the JUDICIARY determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Agreement exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination.
- 4.3 Termination for Necessity or Convenience. If the JUDICIARY determines, in its sole discretion, that it is necessary or convenient, the Agreement may be terminated in whole or in part at the option of the JUDICIARY, upon ten (10) working days' written notice to the PROVIDER. If the JUDICIARY elects to terminate under this section, the PROVIDER shall be entitled to reasonable payment as determined by the JUDICIARY for satisfactory services rendered under this Agreement up to the time of termination. If the JUDICIARY elects to terminate under this section, the PROVIDER shall cooperate with the JUDICIARY to effect an orderly transition of services to clients.

- 4.4 Termination by PROVIDER. The PROVIDER may withdraw from the Agreement after obtaining the written consent of the JUDICIARY. The JUDICIARY, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that are due. If the JUDICIARY elects to terminate under this section, the PROVIDER shall cooperate with the JUDICIARY to effect an orderly transition of services to clients.
- 4.5 JUDICIARY's Right of Offset. The JUDICIARY may offset against any monies or other obligations the JUDICIARY owes to the PROVIDER under this Agreement, any amounts owed to the State of Hawaii by the PROVIDER under this Agreement, or any other agreement, or pursuant to any law or other obligation owed to the State of Hawaii by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The JUDICIARY shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated by agreement with the PROVIDER, and that is covered by an installment payment or other settlement plan approved by the JUDICIARY, provided however, that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawaii under such payment or other settlement plan.

5. Indemnification

- 5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the JUDICIARY, State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.
- 5.2 Cost of Litigation. In case the JUDICIARY shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Agreement, the PROVIDER shall pay all costs and expenses incurred by or imposed on the JUDICIARY, including attorneys' fees.

6. Miscellaneous Provisions

- 6.1 Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 6.2 Publicity. Any and all publicity that the PROVIDER may undertake in

connection with the Required Services, shall be subject to the limitations of Section 3.4.3 of these General Conditions, and the requirements of this section:

- 6.2.1 Acknowledgment of JUDICIARY Support. Subject to the limitations of Section 3.4.3 of these General Conditions, the PROVIDER shall in all news releases, public statements, announcements, broadcast, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Agreement, acknowledge the support by the JUDICIARY through appropriations made by the Legislature of the State of Hawaii.
- 6.2.2 The PROVIDER shall not refer to the JUDICIARY, or any office, agency, or officer thereof, or any JUDICIARY employee, including the Agency procurement officer, or to the services or goods, or both, provided under this Agreement, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Agreement, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.
- 6.3 Section Headings. The section headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They shall in no way define, limit or extend the scope or intent of the sections to which they pertain.
- 6.4 Antitrust Claims. The JUDICIARY and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the JUDICIARY any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the JUDICIARY under an escalation clause.
- 6.5 Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

- 6.6 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Agreement became effective shall control and are hereby incorporated by reference.
- 6.7 Entire Agreement. This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the JUDICIARY and the PROVIDER relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, and representations, oral or written, express or implied, between the JUDICIARY and the PROVIDER other than as set forth or as referred to herein.
- 6.8 Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.
- 6.9 Waiver. The failure of the JUDICIARY to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the JUDICIARY's right to enforce the same in accordance with this Agreement. The fact that the JUDICIARY specifically refers to one provision of the Procurement Rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Agreement shall not constitute a waiver or relinquishment of the JUDICIARY's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 6.10 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be registered as an original and all of which shall constitute one instrument.